

4461
x 4-24
1 BILL NO. S-79-04-14

2 SPECIAL ORDINANCE NO. S-

76-79

3 AN ORDINANCE approving Civil City Pur-
4 chase Order No. 4-06184 with Morton
5 Salt Company for Salt for the Street
6 Department.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
8 INDIANA:

9 SECTION 1. That Civil City Purchase Order No. 4-06184, dated
10 April 16, 1979, between the City of Fort Wayne, by and through the City
11 Purchasing Director and the Board of Public Works and Morton Salt Company,
12 for the purchase of approximately 9,000 Tons of Type I Bulk Rock Salt at
13 a cost of \$22.90 Per Ton, all as more particularly set forth in said Purchase
14 Order, which is on file in the Office of the Department of Purchasing and is
15 by reference incorporated herein and made a part hereof, be and the same is
16 in all things ratified, confirmed and approved.

17 SECTION 2. That this Ordinance shall be in full force and effect
18 from and after its passage and approval by the Mayor.

19 Virvian G. Schmidt
20 Councilman

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32 APPROVED AS TO FORM
33 AND LEGALITY,
34 Larry B. B...
35 CITY ATTORNEY

Read the first time in full and on motion by V. Schmidt, seconded by

Hengo, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., F.S.T.

DATE: 4-24-79.

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by V. Schmidt,

seconded by Hengo, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-22-79

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. 8-76-79 on the 22nd day of May, 1979.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Winfield C. Wingo JR
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 22nd

day of May, 1979, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 1st day of June, 1979

at the hour of 4:00 o'clock A. M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-79-04-14

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving Civil City Purchase Order No. 4-06184 with Morton Salt Company
for Salt for the Street Department

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Yes PASS.

VIVIAN G. SCHMIDT - CHAIRMAN

WILLIAM T. HINGA - VICE CHAIRMAN

JAMES S. STIER

JOHN NUCKOLS

DONALD J. SCHMIDT

Vivian G. Schmidt
William T. Hinga
James S. Stier
John Nuckols
Donald J. Schmidt

5-22-79
DATE

CONCURRED IN

CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To Henry Wehrenberg, Board of Works Date April 16, 1979
From Gaye Bales, Buyer in Purchasing Department
Subject Bid Reference Number 893, Rock Salt

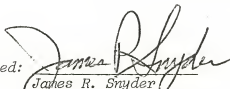
COPIES TO:

Attached are Bids and Tabulation Sheets relating to Purchase Order Number 4-06184 which has been prepared in favor of Morton Salt Company for approximately 9,000 Tons of Type I Bulk Rock Salt - Coarse Crushed Sodium Chloride - for the Street Department. Attached also is the Memo from the Street Commissioner.

Please include the attached supporting information when this ordinance is submitted to City Council for approval. Also, please insure that no confirming Purchase Order Number is revealed to Morton Salt until Purchasing Department receives written confirmation of Council approval.


Gaye Bales - Buyer

Approved:


James R. Snyder
Director of Purchases

GB/lje

67-115-12
4-16-78

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Street Department Dept. 880
1701 South Lafayette Street
Fort Wayne, Indiana 46803

Vendor #001673-02

Morton Salt Company
Division of Morton Norwick Products
110 North Wacker Drive
Chicago, Illinois 60606

DELIVER TO:-

DEPARTMENT
OR DIVISION

Street Department
1701 South Lafayette Street
Fort Wayne, Indiana

ADDRESS

CASH DISCOUNT TERMS

% IF PAID WITHIN

DAYS FROM DELIVERY AND

ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

4-06184

DATE *April 16, 1979*
REF. NO.
REQ. NO. *4718*

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. *Purchasing Dept.*

DATE } *As soon as possible*
WANTED }

APPROPRIATION } *4-02-128-128-4427*
AND FUND }
NUMBER }

	QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
<p>COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL VOID "FOLLOW UP" CORRESPONDENCE.</p> <p>NOTE</p> <p>↓</p> <p>READ</p> <p>INSTRUCTIONS ON THE BACK OF THIS ORDER</p> <p>THE CONTRACTOR OR VENDOR, BY ACCEPT- ING THIS ORDER, AG- REES TO THE GEN- ERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIV- ERY, PACKING, ETC., NECESSARY TO COM- PLETE DELIVERY TO DESTINATION SPECI- FIED.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE <u>TAXES</u> OF ANY KIND.</p> <p>EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.</p> <p>INO. SALES TAX EXMP. CERTIF. NO. 345DB</p> <p>IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.</p>			<p>TAX EXEMPT (UNLESS OTHERWISE INDICATED)</p> <p><i>Approximately 9,000 Ton Type I Bulk Rock Salt</i></p> <p><i>Coarse-Crushed Sodium Chloride</i></p> <p><i>Prices per Bid Reference Number 893</i></p> <p><i>Prices are firm thru 10/31/80</i></p> <p><i>F.O.B. Delivered to specified storage area</i></p> <p><i>Prepaid - Ship - As released on Departmental</i></p> <p><i>Purchase Orders, against this Blanket Order,</i></p> <p><i>by the using Department.</i></p> <p><i>Subject to Councilmanic Approval</i></p> <p><i>JRS/lje</i></p>		

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN ONLY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

City Controller

Director of Purchases

Per

Per

Memorandum

To Purchasing Department

Date April 12, 1979

From Gerald P. Neu, Street Commissioner

Subject Salt Bid

COPIES TO:

Please accept bid from Morton Salt Company,
\$22.90 per ton for approximately 9,000 ton
Type I bulk rock salt (course-crushed sodium
chloride).

Gerald P. Neu
Gerald P. Neu, Street Commissioner

CPN:isf

RECEIVED
PURCHASING DEPT.
APR 15 1979
APR 12 1979
PM 4:56

Tabulation of Bid:
Bid Reference No.: 893
Closing Date April 12, 1979

Approximately 9,000
Tons of Bulk Rock
Salt

mond Crystal Salt Company
3 South Riverside
Clair, Michigan 48709

\$ _____ Per Ton

ton Salt Company
5 North Wacker Drive
Chicago, Illinois 60606

\$ 22.90 Per Ton

Cal OK. Bid Bond

ternational Salt Company
arks Summit, Pennsylvania
18411

\$ 23.40 Per Ton

Cal OK. - Bid Bond

\$ 210,600.00

chigan Salt Company
ral Route #1
abill, Indiana 46741

\$ _____ Per Ton

rshaw Chemical Company
33 East 97TH Street
eveland, Ohio 44106

\$ _____ Per Ton

ntar Chemicals, Inc.
Fto Salt Division
icago O'Hare Aerospace Office Center
60 West Lawrence Avenue

\$ 23.73 Per Ton

ite Number 403
hiller Park, Illinois 60176

Cal OK
Ref No. 3128 \$10,779.00

RECORDS OF BIDS ISSUED TO BIDDERS

BID NO. 893

ITEM: Type 1 Bulk Rock Salt

DEPARTMENT: *Street Department*

OPEN DATE: 4/12/79 TIME: 11:00 A. M.

VENDOR NAME & ADDRESS	DATE - NAME BID PICKED UP	CARDS MAILED	BID MAILED	RETURNED
Diamond Crystal Salt Company 916 South Riverside St. Clair, Michigan 48709			4/3/79	
Morton Salt Company 110 North Wacker Drive Chicago, Illinois 60606			4/3/79	4/9/79
International Salt Company Clarks Summit, Pennsylvania 18411			4/3/79	4/9/79
Michigan Salt Company Rural Route #1 Grabill, Indiana 46741			4/3/79	
Harshaw Chemical Company 1933 East 97th Street Cleveland, Ohio 44106			4/3/79	
Demtar Chemicals, Inc. Sifto Salt Division Chicago O'Hare Aerospace Office 9960 West Lawrence Avenue			4/3/79	4/9/79
Suite Number 406 Schiller Park, Illinois 60176				

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of James R. Snyder - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Street Department
or Division 1701 South Lafayette Street
Address Fort Wayne, Indiana 46803

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Thursday - April 12, 1979 - at 11:00 A.M.
Time of Bids

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Service	Unit Price	Total Amount
		<u>Approximately 9,000 Tons</u> <u>Type I Bulk Rock Salt (Coarse-Crushed Sodium Chloride) as per</u> <u>Attached Specification.</u>		
		TRUCK DELIVERY Minimum truckload - 21 tons	\$23.40	\$210,600.00
		Bulk rock salt will be treated with an anti-caking agent.		
		Our delivered price quoted applies f.o.b. your storage area with all transportation charges prepaid.		
		Terms of payment are net 30 days from shipment.		
		We will protect our quoted price on deliveries prior to and including October 30, 1980 provided our quotation is accepted and acknowledged within 30 days from your bid opening date of April 13, 1979.		
		Attached is our bid bond in the amount of \$10,530.00.		
		Affirmative Action: On File: <u>XX</u> Attached: _____		

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES 2 WEEKS
TERMS: Net 30 days See Instruction Item No. 16 on reverse side hereof.
Terms XXXXXX % cash discount if paid within XXXXXX days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 2 WEEKS days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

INTERNATIONAL SALT COMPANY

By Donald B. Holman Name of Company Mgr. - Hwy. Bidding
Donald B. Holman Title _____

Address _____
City Clarks Summit, PA 18411 Date 4/5/79

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificate are required in the Bid Document.
4. **Infringements and Indemnification:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packer charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. **The successful bidder, or contractor, agree that he will comply with Indiana Act 1961, chapter 208, section 10, being Burns Indiana Statute 40-2218-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.**

- a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
- b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bid wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelope should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 10 _____ as follows:
Board Chairman Indiana Dept. of Purchasing, etc.

Rejected _____ Date _____ 10 _____ as follows:
Board Chairman Indiana Dept. of Purchasing, etc.

SPECIFICATIONS

Type 1 Bulk Rock Salt (Coarse-Crushed Sodium Chloride) to be used for Ice and Snow Removal and Control which shall be chemically treated to prevent hardening.

- 1. Prices bid shall be for a minimum of Twenty (20) to Twenty-One (21) Tons per Load delivered to any location in Fort Wayne, Indiana, via instructions from the Street Commissioner or Board of Public Works.*
- 2. Prices bid shall be firm from the date of acceptance to October 31, 1980.*
- 3. Prices quoted are to be firm F.O.B. Destination for the period through October 31, 1980.*

Price Per Ton: \$ 23.40 per ton

The City of Fort Wayne reserves the right to reject any and/or all of the bids.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, you, to Attn. of James R. Snyder - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Street Department
or Division

1701 South Lafayette Street
Fort Wayne, Indiana 46803

Address

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing
Time of Bids Thursday - April 12, 1979 - at 11:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Service	Unit Price	Total Amount
		Approximately 9,000 Tons Type I Bulk Rock Salt (Coarse-Crushed Sodium Chloride) as per Attached Specification.		
Affirmative Action: On File: _____ Attached: <u>x</u>				

Bid Bond required ☐ YES ☒ 5% Performance Bond ☐ YES ☒
See instruction item No. 18 on reverse side hereof.
Terms Net 30 Days cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:
Morton Salt Division of Morton Norwich
Products, Inc.
Name of Company
Per Richard B. Hales Director Ice Control Products
Address 110 North Wacker Drive
City Chicago Illinois Date 4/5/79

Page 1 of 5

Ref. No. 893

Date March 30, 1979

Date wanted _____

04-02-128-128-4427

Fund
Appropriation No. _____

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereto.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the Bid the unit prices quoted will govern.

6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Examples:** Examples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or date from property accepted claim voucher is received, if the latter date is later than the date of delivery and acceptance.

10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished whenever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signatures:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnerships should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner". Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agree that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2216-1984 supplement requiring each bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privilege of employment because of race, color religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.

- a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
- b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bid wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**

- a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
- b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
- c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
- d) Separate proposals must be submitted on each reference number.
- e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 10 _____ as follows:

Rejected _____ Date _____ 10 _____ as follows:

Board-Comptroller Dept. of Purchasing, etc.

Board-Comptroller Dept. of Purchasing, etc.

SPECIFICATIONS

Type 1 Bulk Rock Salt (Coarse-Crushed Sodium Chloride) to be used for Ice and Snow Removal and Control which shall be chemically treated to prevent hardening.

1. Prices bid shall be for a minimum of Twenty (20) to Twenty-One (21) Tons per load delivered to any location in Fort Wayne, Indiana, via instructions from the Street Commissioner or Board of Public Works.
2. Prices bid shall be firm from the date of acceptance to October 31, 1980.
3. Prices quoted are to be firm F.O.B. Destination for the period through October 31, 1980.

Morton Bulk Safe-T-Salt Treated

Price Per Ton: \$22.90

The City of Fort Wayne reserves the right to reject any and/or all of the bids.

22½ ton minimum dump truck delivery FOB Fort Wayne, Indiana.

Prices quoted herein are firm thru 10/31/80.

Terms Net 30 Days

THE BULK TREATED ROCK SALT OFFERED
IN THIS BID IS SUITABLE FOR HIGHWAY
MAINTENANCE ONLY.

ALL PRICES QUOTED HEREIN ARE SUBJECT
TO ACCEPTANCE WITHIN 30 DAYS AND
SHALL BE DEEMED AUTOMATICALLY TO HAVE
BEEN WITHDRAWN IF, BY THE END OF
THAT PERIOD, NO AWARD HAS BEEN MADE.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of James R. Snyder - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Street Department
or Division 1701 South Lafayette Street
Fort Wayne, Indiana 46803

Address Fort Wayne, Indiana 46803

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Thursday - April 12, 1979 - at 11:00 A.M.
Time of Bids

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 3462. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Units	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		<u>Approximately 9,000 Tons</u> <u>Type I Bulk Rock Salt (Coarse-Crushed Sodium Chloride) as per</u> <u>Attached Specification.</u>		
		Purchaser agrees to Purchase not less than ninety percent (90%) and Seller agrees to supply not more than one hundred ten percent (110%) of above estimated 9,000 tons highway de-icing salt.		
		All freight increases during term of contract are to buyer's account.		
		TERMS OF PAYMENT: Net 30 Days		
		Affirmative Action: On File: <u> </u> Attached: <u> </u>		

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES
See Instruction Item No. 18 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order ☒

IMPORTANT ☒

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

State Here:

Dontar Industries Inc. Sifto Salt Division

Name of Company H. J. Miller, Asst.

Title Secty/Marketing

Address 9950 W. Lawrence Ave.

Schiller Park, IL 60176

City State Date

Page 1 of 5

Ref. No. 893

Date March 30, 1979

Date wanted

04-02-128-128-4427

Fund

Appropriation No.

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part herof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agree to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Indemnifications and Indemnifications:** The bidder, if awarded an order or contract, agree to protect, defend, and save the City harmless against any demand, for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agree to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agree to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Fridges:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder price quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
Bids by partnership should include the names of the partners executing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1941, chapter 208, section 10, being Burns Indiana Statutes 40-2116-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.**
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bid wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, a.s., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ as follows: _____

Notary-Commissioner Dept. of Purchasing, etc.

Rejected _____ Date _____ as follows: _____

Notary-Commissioner Dept. of Purchasing, etc.

SPECIFICATIONS

Type 1 Bulk Rock Salt (Coarse-Crushed Sodium Chloride) to be used for Ice and Snow Removal and Control which shall be chemically treated to prevent hardening.

1. Prices bid shall be for a minimum of Twenty (20) to Twenty-One (21) Tons per load delivered to any location in Fort Wayne, Indiana, via instructions from the Street Commissioner or Board of Public Works.
2. Prices bid shall be firm from the date of acceptance to ~~October 31, 1980~~ April 30, 1980 ONLY.
3. Prices quoted are to be firm F.O.B. Destination for the period through ~~October 31, 1980~~ April 30, 1980 ONLY.

Price Per Ton: \$ 23.73

The City of Fort Wayne reserves the right to reject any and/or all of the bids.

Above cost based on minimum 21 ton DUMP TRUCK deliveries from our Toledo, Ohio terminal.

All freight increases during term of contract are to buyer's account.

4461

TITLE OF ORDINANCE SPECIAL ORDINANCE - CIVIL CITY PURCHASE ORDER NO. 4-06184 - MORTON SALT CO.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

8-79-04-14

SYNOPSIS OF ORDINANCE CIVIL CITY PURCHASE ORDER NO. 4-06184, MORTON SALT COMPANY, FOR 9000 TONS

TYPE I BULK ROCK SALT AT \$22.90 PER TON FOR THE STREET DEPARTMENT.

(MEMORANDUM AND PURCHASE ORDER ATTACHED)

EFFECT OF PASSAGE ACQUISITION OF COARSE-CRUSHED SODIUM CHLORIDE FOR STREET DEPARTMENT'S USE

THIS COMING WINTER

EFFECT OF NON-PASSAGE WILL HAVE NO SALT SUPPLY IN RESERVE FOR SNOW REMOVAL THIS WINTER

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) FROM MVH FUNDS 9000 TONS X \$22.90 PER TON
(APPROXIMATELY)
(THIS AMOUNT OF SALT)

ASSIGNED TO COMMITTEE